

EXHIBIT 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

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WAYMO LLC,

Plaintiff,

vs.

No. 3:17-cv-00939-WHA

UBER TECHNOLOGIES, INC.;

OTTOMOTTO LLC; OTTO TRUCKING,

INC.,

Defendants.

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WAYMO & UBER CONFIDENTIAL ATTORNEYS' EYES ONLY

VIDEOTAPED DEPOSITION OF CAMERON POETZSCHER

SAN FRANCISCO, CALIFORNIA

MONDAY, JUNE 19, 2017

BY: ANDREA M. IGNACIO,
CSR, RPR, CRR, CCRR, CLR
CSR LICENSE NO. 9830
JOB NO. 2642012

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1 MS. ROBERTS: I've never seen it, so -- 15:19

2 THE WITNESS: I haven't seen it, either, as I 15:19

3 said; right? 15:19

4 I had discussions with the attorneys about 15:19

5 the report or some of the work Stroz was doing prior 15:19

6 to signing. I wouldn't want to characterize that as 15:19

7 the conclusions because I never saw the report. 15:19

8 MS. ROBERTS: Q. And, when you say "prior to 15:19

9 signing," is that the April 11th, 2016, agreement? 15:19

10 A Uh-huh, correct. 15:20

11 Q Is there somebody at Uber that had final 15:20

12 signoff on entering into the agreement with -- to 15:20

13 acquire Otto? 15:20

14 MR. JACOBS: You mean the April 11th 15:20

15 agreement? 15:20

16 MS. ROBERTS: Yes. 15:20

17 THE WITNESS: The board. 15:20

18 MS. ROBERTS: Q. The Uber board? 15:20

19 A Uh-huh. 15:20

20 Q And, same question with respect to closing in 15:20

21 August of 2016. Is there somebody at Uber that had 15:20

22 final signoff on closing? 15:20

23 A Well, closing was more of an automatic thing 15:20

24 that followed; right? Unless there was one other -- 15:20

25 you know, an out in the agreement was invoked, it was 15:20

1 going to close anyway. 15:20

2 There was some leeway as to timing under the 15:20

3 quit call structure. But there wasn't -- it wasn't so 15:20

4 much of a signoff in the same way that pre-signing 15:20

5 approval was with the board. 15:20

6 Q And earlier we talked about Mr. Levandowski 15:20

7 providing an attestation, swearing that he wasn't 15:20

8 going to bring third-party IP to Uber. And I 15:20

9 mentioned that we haven't seen that document, as it 15:21

10 were. And, if it's on a privilege log, we don't know 15:21

11 which entry it is. 15:21

12 If -- if Uber didn't receive an attestation 15:21

13 from Mr. Levandowski, was there somebody at Uber who 15:21

14 could say, We're going to go ahead with the deal 15:21

15 anyway? 15:21

16 A I can't answer that hypothetical question. I 15:21

17 just don't know the answer to that. 15:21

18 MS. ROBERTS: Okay. I'm going to hand you 15:21

19 what we will mark as Exhibit 281, which begins with 15:21

20 Bates No. UBER00060643. 15:22

21 (Document marked Exhibit 281 15:22

22 for identification.) 15:22

23 MS. ROBERTS: Q. Have you had a chance to 15:22

24 review the e-mail? 15:22

25 A Yes. 15:22